



## SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Dayna Bell, with reference to the following facts:

1. At all times mentioned herein, Dayna Bell operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 3066 310th St. East, Northfield, MN 55057.
2. APHIS has documented evidence of Dayna Bell's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Dayna Bell's failure to provide dogs with adequate veterinary care as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Dayna Bell have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Dayna Bell admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Dayna Bell consents and agrees to the following:
  - a. Dayna Bell agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of



ownership, within twelve (12) weeks from the date Dayna Bell signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Dayna Bell holds at the time Dayna Bell signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Dayna Bell to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Dayna Bell lives allow her to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Dayna Bell's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Dayna Bell's facility within twelve (12) weeks from the date Dayna Bell signs this Settlement Agreement to verify compliance with paragraph (a) above. Dayna Bell shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Dayna Bell shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Dayna Bell signs this Settlement Agreement.

e. As of the date Dayna Bell signs this Settlement Agreement, AWA license 41-B-0265 is hereby revoked.

f. Dayna Bell and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 3066 310th St. East, Northfield, MN 55057.

7. Dayna Bell consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Dayna Bell based upon the non-compliant items documented at 3066 310th St. East, Northfield, MN 55057, in connection with animal welfare investigation MN120010-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Dayna Bell's agreements and actions described in paragraph 6 above, and the promises and admissions of Dayna Bell set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Dayna Bell in connection with the alleged AWA violations documented in animal welfare investigation MN120010-AC.

APHIS and Dayna Bell warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.




United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Investigative and Enforcement Services

Reference Number:  
MN120010-AC  
Issuance Date: November 22,  
2013  
Version: Final






Dayna Bell

Signature: 

Date: 12/13

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: 

Date: ~~2/3~~ 2/3/14

Bernadette Juarez

Director

Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture